

REQUEST FOR BIDS

Gallatin Fire Department

This solicitation will facilitate the entering into of contract(s) by the competitive sealed bids process.

Fire Rescue Boat to assist in Chemical, Biological, Radiological, Nuclear, and Enhanced (CBRNE) Responses

This project is funded under an agreement with the U.S. Department of Homeland Security.

***City of Gallatin Contact:
J.R. Smith***

This bid solicitation document is prepared in a Microsoft Word (Office for Windows) format. Any alterations to this document made by the Contractor may be grounds for rejection of bid, cancellation of any subsequent award, or any other legal remedies available to the Gallatin Fire Department and the City of Gallatin.

CITY OF GALLATIN

INVITATION TO BID

Sealed bids will be received at the office of the Gallatin Purchasing Agent,

132 West Main Street, Gallatin, TN 37066 until:

2:00 p.m., Wednesday, October 31, 2012

at which time they will be opened for the purchase of the following:

28-Foot CBRNE Aluminum Fire Rescue Boat
with 9.5 Foot Beam

Bid requirements and specifications are available and on file at the office of Purchasing
JR Smith, Rm. 106, 132 West Main St., Gallatin, TN 37066
(615) 451-5899 – Phone

(615) 451-5930 – Fax

Bids are to be submitted in a sealed envelope with title of item bid clearly marked on the outside. The City of Gallatin reserves the right to reject any and all bids and to waive formalities.

There will be a MANDATORY pre-bid meeting at 2:00 p.m. on Wednesday, October 24, 2012 in the History Room of City Hall, 132 West Main Street, Gallatin, TN. Participation is mandatory and may be in person or by pre-arranged conference call.

GALLATIN FIRE DEPARTMENT

REQUEST FOR BID

28 Foot CBRNE Aluminum Fire Rescue Boat with 9.5 Foot Beam

Company Name: _____

Address: _____

Phone: _____

Fax: _____

Individual Completing Bid: _____

Title: _____

Email (REQUIRED): _____

Date Bid Completed: _____

Total Cost FOB: _____

Bids will be opened at:

2:00 p.m. on Wednesday, October 31, 2012

at the office of the Purchasing

132 West Main St., Rm. 106 Gallatin, TN 37066

(615) 451-5899 – Phone

(615) 451-5960 – Fax

JR.Smith@Gallatin-Tn.gov

Bids are to be submitted in a sealed envelope with title of item bid clearly marked on the outside. The City of Gallatin reserves the right to reject any and all bids and to waive formalities.

“It is the policy of the City of Gallatin to ensure compliance with Title VI of the Civil Rights Act of 1963; 49 CFE, Part 21; related statutes and regulations to that end that no person shall be excluded from participation in or be denied benefits of, or by subjected to discrimination under any program or activity receiving federal financial assistance or any other funding source on the grounds of race, color, sex, national origin, or ancestry. By virtue of submitting a response to this solicitation, bidders agree to comply with the same non-discrimination policy.”

Title VI compliance is mandatory and the City's Title VI Coordinator will provide contractor with required documents at the appropriate time.

Fire Rescue Boat to assist in CBRNE Responses

Introduction/Overview

1.1. Bid/Objective

The Gallatin Fire Department (hereinafter, GFD), City of Gallatin, Tennessee; through this Request for Bids (hereinafter, RFB) is soliciting competitive sealed bids from qualified firms for a contract to provide a **Fire Rescue Boat to assist in CBRNE Responses**. The successful bidder will be referred to hereinafter as Contractor.

Unless changed by the GFD, an agreement for construction of the equipment to be delivered under the anticipated contract will commence on the date the contract is signed by all required parties and filed in the Recorder's Office with the City of Gallatin. The anticipated commencement date will be November 24, 2012 and continue through the warranty period of the vehicle.

As is more fully explained in this RFB, the award, if made, will be made to the low Contractor who meets all the required specifications as outlined in this document and any subsequent addenda.

Any questions or comments a Contractor may have about the bid and the specifications shall be submitted in writing via email to J.R. Smith at jr.smith@gallatin-tn.gov no later than noon on Friday, October 26, 2013. Responses to questions and comments will be sent to all Contractors attending the mandatory pre-bid meeting.

1.2. Objective

It shall be the intent of these specifications to cover the furnishing and delivery of a complete fire rescue boat. These detailed specifications shall cover the requirements as to the type of construction and tests to which the fire rescue boat shall conform, together with certain details as to finish, equipment and appliances with which the successful Contractor shall conform. Minor details of construction and materials, which are not otherwise specified, are left to the discretion of the contractor. The manufacturer shall provide loose equipment only when specified by the GFD. Otherwise, in accordance with NFPA 1925, 2008 edition, the bid shall specify whether the GFD or fire rescue boat dealership shall provide required loose equipment.

In order to ensure fair, ethical, and legal competition, neither original equipment manufacturer (O.E.M.) or parent company of the O.E.M. shall have ever been fined or convicted of price fixing, bid rigging, or collusion in any domestic or international fire fire rescue boat market. (No exception).

Bids shall only be considered from companies that have an established reputation in the field of fire rescue boat construction and have been in business for a minimum of 10 years. Further, Contractor shall maintain dedicated service facilities for the repair and service of products. Evidence of such a facility shall be included in bid response.

Each Contractor shall furnish satisfactory evidence of their ability to construct the fire rescue boat specified and shall state the location of the factory where the fire rescue boat is to be built. Each bid shall be accompanied by a detailed set of "Contractor's Specifications" consisting of a detailed

description of the fire rescue boat and equipment proposed, and to which the fire rescue boat furnished under contract shall conform. These specifications shall indicate size, type, model and make of all component parts and equipment.

Each bid shall also be accompanied by a list of references.

The objective to be met through the award of the RFB is to enter into a contract with the selected supplier(s) to achieve the Purpose listed above.

1.2.1. Background

The GFD is considered one of the top fire departments in the State because of the size of the population and number of emergencies. The GFD is the primary provider of fire, rescue and emergency medical services for the City of Gallatin, within the County of Sumner. The City of Gallatin covers a total area of 32 square miles that encompasses 57 miles of shoreline that ranges from high density urban to woodland interface sub-areas. The vehicle will be responding to areas with grade ability access concerns; some steep hills with sharp turns and approach and departure angles that dictate minimum requirements noted in the Scope of Work. The City also participates in the Tennessee Homeland Security District 5 and will be a resource for responses to terrorist incidents. The Department responds to more than 3,000 emergency calls per year, with a large number requiring extra alarm response and multiple resources.

1.3.1 Mandatory Requirements

The following **MANDATORY** requirements must be met in order for the bids to be deemed acceptable for further consideration.

- Bids must include an explanation of how the Contractor proposes to provide a fire rescue boat as required in this RFB. If Contractor becomes unable to provide the vehicle in accordance with the contract, it will be considered a breach of this agreement and the GFD may cancel the contract with no penalty to the City of Gallatin.
- The Contractor must provide access to warranty and repair services within a 50-mile radius of Gallatin, TN.
- Pursuant to 44 C.F.R. § 13.36, nothing contained in this Request for Bids is intended to unduly restrict competition. Any qualitative nature of the fire boat or any of its component materials described herein should be construed to set forth minimum and not exclusive requirements. Likewise, when any detailed product specification is referenced in this request for Bids, it is utilized only because it is impractical to make a clear and accurate description of technical requirements. In these instances, any equal alternative will be evaluated and considered.

2.1 Technical Elements

2.1.1 Scope

This specification describes an aluminum fire-rescue boat with a minimum 1250-gallon per minute fire pump and twin outboard drives. It shall be furnished with such modifications and attachments as may be necessary to enable the vehicle to function reliably and efficiently in sustained operation.

2.2 Classification

UNSPSC Commodity Code 25111600, Safety and Rescue Water craft;

2.3 Design

The design of the vehicle and the specified equipment shall permit accessibility for servicing, replacement and adjustment of component parts and accessories with minimum disturbance to other components and systems. The term "heavy duty", as used to describe an item, shall mean in excess of the standard quantity, quality, or capacity and represents the best, most durable, strongest, etc., part, component, system, etc., that is available on the unit. The unit, including all necessary equipment shall be furnished and delivered new, complete and ready for use. All parts not specifically mentioned but which are necessary for the complete unit shall be supplied and installed by the vendor even though such work or material are not specifically outlined, and shall conform in strength, quality of material and workmanship to the best practice known to the Marine Industry.

2.4 Operation, Performance and Physical Dimensions

All requirements in Operation and Performance Requirements, and Vehicle Physical Dimensional Requirements, shall be met with the vehicle loaded to include all specified equipment and devices installed and operating at the maximum power-consuming condition, i.e., air conditioning, lights, radio(s), etc., with the chassis performing in accordance with the specified chassis manufacturer's technical data. The vehicle shall be capable of operating safely and efficiently under environmental conditions outlined herein. A test will be conducted by the GFD, equal to the requirements of the latest version of NFPA 1925, with the fire rescue boat equipped and loaded with all included firefighting accessories, pumps, systems, rescue equipment and tools **at time of delivery**. The fire rescue boat must pass all requirements of this standard to be accepted. Contractor is strongly encouraged to attend this test.

A pump fire flow test will be conducted by the GFD as outlined in NFPA 1925 (Chapter 19, Service Tests) at time of delivery. The fire rescue boat must pass all requirements of this chapter to be accepted.

In the event the fire rescue boat fails to meet the test requirements on the first trials, second trials may be made at the option of the Contractor within thirty (30) calendar days of the date of the first trials. Such trials shall be final and conclusive, and failure to comply with these requirements a second time shall be cause for rejection.

Permission to keep or store the fire rescue boat in any building owned or occupied by the City of Gallatin during the above-specified period, with the permission of the Contractor shall not constitute acceptance. Insurance covering loss, theft, or liability shall remain the responsibility of the Contractor until formal acceptance by GFD is completed.

2.5 Optional Items

All items listed in the specifications are to be considered mandatory except work and equipment listed at the end as “options.” Any person bidding on this project must agree to price mandatory and optional sections of the specification. It is understood that the City of Gallatin may select or delete items listed as options as necessary when accepting the bid.

2.6 APPLICABLE STANDARDS

2.6.1 Federal

NFPA 1925, *Standard on Marine Fire-Fighting Vessels*, latest edition.

NFPA 302, *Fire Protection Standard for Pleasure and Commercial Motor Craft*, latest edition.

47 CFR, PART 89: Public Safety Radio Services (FCC)

American Boat and Yacht Council (ABYC) standards.

2.6.2 State

Applicable State of Tennessee Standards in effect at time of manufacture.

2.6.3 Other

The following documents form a part of this specification to the extent specified. Unless a specific issue is identified, the issue in effect on date of invitation for bids or RFB shall apply:

- **American Society for Testing and Materials (ASTM)**
- **Inter-Local Agreement between the Metropolitan Government of Nashville and the City of Gallatin**
- **The applicable U.S. Department of Homeland Security FEMA Grant Programs Directorate to the Metropolitan Government of Nashville and Davidson County**

3.1. Minimum Specifications – Fire Rescue Boat

Vendors are to respond to this RFB using the following minimum specifications. Responses regarding deviations to the specification are to be either on this form or can be referenced as an appendix if additional space is needed.

Per the applicable federal regulations, if a “brand name” is listed in the specifications, the City of Gallatin shall allow the contractor to offer “an equal” product describing the performance of other relevant requirements of the procurement.

3.1.1. GENERAL SPECIFICATIONS:

3.1.2 Minimum hull Length 28’ feet (does not include engines, guards or rub rails).

3.1.3 Beam 9 feet 6 inches (does not include engines, guards or rub rails).

3.1.4 Overall height not to exceed 13’6” while on trailer and attached to a tow vehicle.

- 3.1.5 Draft should not exceed 18 inches with motors up.
- 3.1.6 Person and Cargo Capacity 4000 lbs
- 3.1.7 Boat weight 7300 lbs approx
- 3.1.8 Trailer weight 2200 lbs approx
- 3.1.9 Combined boat & trailer weight 9500 lbs approx.
- 3.1.10 The fire rescue boat shall meet the requirements of this standard in ambient temperature conditions between 0°F (-18°C) and 110°F (43°C).
- 3.1.11 The fire rescue boat shall meet the requirements of this standard at elevations of 500 ft. above sea level.
- 3.1.12 Unless more stringent sound levels are regulated by the state or GFD, the exterior noise level produced by the vehicle, except siren, shall not exceed Federal regulations.
- 3.1.13 The pump shall be of a size and design to mount to the hull, and have the minimum capacity of 1250 gallons per minute (U.S. GPM) at 150 psi, NFPA-1925 rated performance.
- 3.1.14 Twin outboard 4-stroke engines meeting NFPA 1925 standards shall be provided.

4,1 HULL DESIGN & OUTFITTING:

- 4.1.1 Hull to be Landing craft style modified "V" with 16 degree transom and 34" delta pad. The boat will have a 62" hydraulically operated bow door. The hydraulic system will have cylinders on both sides of the door and be able to deploy door to 90 degrees from the closed position. The bow door will have an integrated ladder for diver re-entry. Door will have the ability to be latched in closed position.
- 4.1.2 There will be two dive 34" clear opening dive doors, one port and one starboard. These doors will swing out to level and have an integrated fold out dive ladder that will deploy to have at least two steps in the water. These doors will be manually operated and will be able to support 350 pounds.
- 4.1.3 There will be a tread plate gunnel of at least 5" fore to aft.
- 4.1.6 There will be sufficient two part polyurethane foam below deck to maintain flotation in the event of swamping.
- 4.1.7 All decks will be self bailing and be provided sufficient water egress.
- 4.1.8 Deck aft of the pilot house will be raised to provide mechanical compartments. The deck will be consisted of a series of panels that will provide easy access for pump, engine and mechanical maintenance.
- 4.1.9 6' long, lockable storage compartment, suitable for seating area shall be provided on each side of the forward bow deck.

- 4.1.10 1.25" pipe safety railings shall be installed 6" above gunnel from dive doors forward 72".
- 4.1.11 Eight 10" welded on aluminum cleats shall be installed (4 per side).
- 4.1.12 Bottom Plating .250 inch 5086-H116.
- 4.1.13 Side Plating .190 inch 5086-H32.
- 4.1.14 Deck Plating minimum .124 inch 5052-H32 diamond tread plate.
- 4.1.16 There will be a 3" Duramax D shaped Rub Rails at a diagonal pattern along each side spaced 24" and 24" long apart and 8 per side.
- 4.1.17 Maximum draft shall 24", with motors down.
- 4.1.18 Hull structure and component material must consist of all 5086 Aluminum alloy minimum of ¼" thickness.
- 4.1.19 Three (3) 2000 GPH automatic bilge pumps, two aft and one forward shall be provided in the bilge area.
- 4.1.20 One (1) Garboard drain plug shall be provided.
- 4.1.21 Carbon Monoxide protection shall be provided that meets NFPA 1925, section 9.2.4.
- 4.1.22 Deck structure and component materials are aluminum, they must consist of all 5086 aluminum alloy minimum of 3/16" thickness and shall be fully welded to the hull and all deck height transverse bulkheads and longitudinal girders to contribute to the strength of the hull.
- 4.1.23 There will be a motor guard, tow post arrangement.
- 4.1.24 There will be push knees on bow, with 3" Duramax bumper.

5.1 WELDING

- 5.1.1 The hull and superstructure shall be constructed of marine grade aluminum and MIG and or TIG welded throughout.
- 5.1.2 All water seams will be welded 100% both sides.
- 5.1.3 Longitudinal structural members will be stitch welded opposite sides.
- 5.1.4 Frames and bulkheads 1-3 will be continuously welded one side, stitched opposite, remainder of frames stitched welded opposite sides.

6.1 FUEL SYSTEM

- 6.1.1 On-station fuel capacity at cruise speed shall be a minimum of four (4) hours for the propulsion system proposed with a minimum of 100 gallon tank. Fuel supply for fire pump shall be direct piped to vessel fuel tank. Tank shall be made of stainless steel or aluminum. Tank shall be internally baffled to prevent shifting of the fuel load and to ensure fuel pick up tube remains submerged in fuel.
- 6.1.2 Withdrawal tubes to be stainless steel.
- 6.1.3 A WEMA fuel sender will be utilized and attached to a NMEA fluid level interface to supply data to electronic gauges.
- 6.1.4 The fuel system shall conform to NFPA 302, 2010 edition Chapter 7

7.1 PILOT HOUSE

- 7.1.1 The pilot house will be 6' long by 66" wide and 78" head clearance throughout.
- 7.1.2 The cabin shall be a fully enclosed, cabin/pilot house structure. Component material must be all welded construction of 5086 Aluminum alloy construction of 3/16" thickness.
- 7.1.3 The cabin/pilot house shall be equipped with safety glass windshield with windshield wipers, one starboard safety glass operable sliding side windows and sliding door portal with safety glass window. The windows will be Boman or approved equivalent. All fixed windows will be gasketed type
- 7.1.4 The dash console must provide ample room for electronics, throttles, switches and steering wheel with cable components.
- 7.1.5 Side sliding door to be orientated to port to allow clear walkway into pilot house. Door openings to be 32".
- 7.1.6 Windshield to be one separate window, forward leaning with swing out hinged at top.
- 7.1.8 Helm station shall be designed with fire pump controls and monitors. There will be an overhead radio rack. Emergency radios will be supplied by fire department and installed by builder. (Emergency radio may require tuning and programming by GALLATIN FD dealer)
- 7.1.9 There will be ladder to roof top, ladder and rooftop must support 350 pounds.
- 7.1.10 There will be a 1.25" grab bar on side of roof gutters.
- 7.1.11 There will be 2 over head grab rails running lengthwise in the pilot house.
- 7.1.12 There will be a grab rail on or near console at pump control station.
- 7.1.13 Four 12V red/white LED dome lights shall be installed overhead inside of the cabin. They will be individually switched.
- 7.1.14 The helm seat/leaning post will have storage below.

- 7.1.15 There will be a 2' folding seat/ patient bench along port side of pilot house that can be folded up and secured when not in use.
- 7.1.16 There will be bench seating with storage beneath, along aft wall of pilot house where possible.

8.1. ELECTRICAL SYSTEM

- 8.1.1 The vessel's electrical system shall be 12VDC and 120VAC 60hz.
- 8.1.2 All electrical cable shall be marine grade tinned copper wire and labeled for each circuit.
- 8.1.3 Cables should be routed in wire ways wherever possible. Wherever exposed to potential damage, cables shall be protected with rubber.
- 8.1.4 Electrical cable shall be sized in accordance with the American Boat & Yacht Council.
- 8.1.5 All electrical cables shall be marked in accordance with the markings in electrical drawings.
- 8.1.6 All electrical switches shall be of a heavy-duty type toggles properly insulated.
- 8.1.7 The electrical system shall be grounded. In any case the hull shall not be used as part of a galvanic feeding loop.
- 8.1.8 The vessel shall comply with NFPA 302, 2010 edition Chapter 9 and 10 and NFPA 1925 2008 edition Chapter 14, for electrical systems.
- 8.1.9 Wiring for radios, and all electronics shall be protected by circuit breakers. Four additional circuit breakers shall be provided for future expansion of the electrical system.
- 8.1.10 Electrical compartments shall be provided in the cabin to house the electrical power, circuit protection and control components. Serviceable components shall be accessible. Power, circuit protection and control components shall be protected against the following: corrosion, excessive heat, excessive vibration, water spray and EMI and RFI.
- 8.1.11 Three (3) antenna mounting bases, to match City of Gallatin's 800 MHz radio, UHF & VHF radios, with weatherproof cap and ample coax cable shall be provided. The mounts shall be located on the cab roof just to the rear of the officer seat. The coax cable shall be routed to the overhead console with enough cable for customer to route to the instrument panel if needed. GFD will provide the emergency radios and antennas.
- 8.1.12 Four (4) power studs shall be provided in the electrical component compartment for customer provided two-way radio equipment. Stud #1 shall be 12-volt 40-amp, controlled by battery switch. Stud #2 shall be 12-volt 100-amp, ground. Stud #3 shall be 12-volt 60-amp, controlled by ignition switch. Stud #4 shall be 12-volt 60-amp, battery direct.

- 8.1.13 The contractor shall provide a VHF marine transceiver mounted in the overhead console. VHF radio model number shall be Lowrance 880 with flush mount installation.
- 8.1.14 Wiring for side-scan sonar shall be provided. A 5 amp circuit shall be provided.
- 8.1.15 Four (4) LED lights shall be centered overhead in the cabin, with individual red and white illumination, switched separately.
- 8.1.16 Vehicle shall be equipped with dual, electric, 2 speed, windshield wipers.
- 8.1.17 Two (2) 12-volt power outlets shall be provided in the dash console

9.1 BATTERIES

- 9.1.1 Four Optima D34 marine batteries shall be installed complete with battery switches.
- 9.1.2 Two batteries shall be installed as the engine starting bank. A four-position battery switch shall be installed to draw power from either battery, or both, or off. The battery switches shall be within easy access in the aft rigging locker.
- 9.1.3 A dedicated battery shall be installed for the house bank. An automatic charging relay shall be installed to allow for the house bank to be charged via the engine alternators.
- 9.1.4 All batteries to be installed in plastic battery trays in the aft rigging locker.

10.1 120V AC ELECTRICAL

- 10.1.1 30 amp shore power system complete with galvanic isolator installed to supply battery charger.
- 10.1.2 Promariner 20 amp battery charger installed complete for use with shore power system above.

11.1 12V DC ELECTRICAL

- 11.1.1 Two 6 position distribution panel shall be installed on the console.
- 11.1.2 Navigation lights installed to meet USCG requirements with hinging anchor light mast.
- 11.1.3 Three 12V 2000 GPH bilge pump installed with auto float switch.
- 11.1.4 Two 12V self- parking wiper installed on windshield.

12.1 PROPULSION

- 12.1.1 Twin 225 HP 25" shaft counter rotating Mercury Verado 4-stroke outboards shall be provided. These shall be complete with, fuel management system, binnacle controls,

dual key switch panel, power trim and tilt, harnesses, and stainless props.

- 12.1.2 Engine monitoring to be done through Smartcraft electronic gauges.
- 12.1.3 Motors shall be installed complete with twin cylinder power hydraulic steering. Includes installation of helm, cylinder, tie bar, two group starting 27 batteries with selector switch, main engine harness, gauge package, ignition switch, and control cables.
- 12.1.4 The propulsion system shall comply with ABYC H-26, S-12, and S-30 and include the following: engines, rigging, gauges, hydraulic steering, two (2) propellers, one (1) additional spare propeller, installation and tests.
- 12.1.5 A Master Battery Disconnect switch shall be located in the cabin within easy reach of the pilot, be legibly marked, illuminated when "ON", and rated to carry at least 125 percent of the 12 V. circuit's maximum current.

13.1 FIRE PUMP

- 13.1.1 The fire pump engine will be a 220HP, 4.3L Marinized GM V-6. Fueled with gasoline.
- 13.1.2 Pump End will be a Hale 50FB direct mount with a Hale spring disc for connection to engine flywheel.
- 13.1.3 Fire pump will be rated at 1250GPM at 150psi.
- 13.1.4 The Fire pump control station will consist of engine start, vernier throttle, oil pressure gauge, water temp gauge, tachometer, engine hour meter, pump pressure gauge, manual relief valve control and monitor.
- 13.1.5 There will be a remote control 5" suction valve with controls at fire pump control station.
- 13.1.6 Hale electric oil-less primer will be installed.
- 13.1.7 Hale manual relief valve with controller mounted at helm pump control station.
- 13.1.8 The Deck mounted monitor will be a Manual Tiller Elkhart Scorpion 2000 GPM, with a Stream Shaper and Stacked tip.
- 13.1.9 There will be two (2) 4" slow close discharges 12" above deck forward of the pilot house with 4" NHT open connections.
- 13.1.10 The pump shall be configured with through-hull suction into a sea chest with a minimum of 6" intake. The sea chest shall have a screened inlet, a valve at the sea chest outlet and valve vent to the atmosphere. The sea chest shall meet NFPA 1925, 2008 edition Chapter 6.3.
- 13.1.11 The single monitor shall provide an unobstructed range of horizontal operation of at least 270 degree centered on the bow of the vessel and shall have a vertical coverage of at least 60 degrees above and 5 degrees below horizontal.

- 13.1.12 Hose connections shall be provided to discharge 100 percent of the rated pump capacity per NFPA 1925, 2008 edition Chapter 6.14.3.1.
- 13.1.13 All plumbing for the fire pump system shall meet NFPA 1925, 2008 edition Chapter 6.

14.1 PAINT & GRAPHICS

- 14.1.1 Sides of boat to be Red, the interior and exterior of pilot house and interior of decks to be Zolatone.
- 14.1.2 Roof to be painted Zolatone.
- 14.1.3 Graphics and lettering to be provided by the Department.

15.1 Commissioning items

COMMISIONING KIT			0
Near Shore Rescue Vest, Medium/Large, 36"-44" Chest	MUSTANG SURVIVAL	MRV050 WR M	4
Near-Shore Rescue Vest, X-Large/XX-Large, 44"-56" Chest	MUSTANG SURVIVAL	MRV050 WR XL	4
WEAT MARINE PORTABLE HORN		PBSHN-WM	1
ACR WHISTLE PAK	ACR	2231	4
20" ORANGE THROW RING	CAL JUNE	JBO-20	1
RING BUOY RACK	CAL JUNE	1123-20	1
WEST MARINE THROW ROPE	WEST MARINE	WMTR-50	1
WEST MARINE ANCHOR RODE PACKAGE	WEST MARINE	VM-TA-2666451	1
25' DOCK LINES	WEST MARINE	W8550-16-00025	4
6' BOAT HOOK	WEST MARINE	85001A	1

16.1 EMERGENCY LIGHTING AND SIREN

- 16.1.1 Whelen Liberty LC 42" Light Bar, one-half red/one-half blue, 4-corner LEDs.
- 16.1.2 A Whelen HHS2200 Siren and light controller shall be provided and mounted in the helm area. This shall include a Whelen SA314A 100-watt speaker to be mounted on the starboard bow Go Light mount.
- 16.1.3 Two (2) 12V Whelen Pioneer PFP2 Scene Lights on push up mounts located on aft two corners at aft end of pilot house.
- 16.1.4 Four (4) Go Light remote controlled spot lights to be mounted, 2 at the stern, 2 on the fold down tower.

17.1 TRAILER

- 17.1.1 A 10500 lb capacity aluminum tri axle bunk trailer complete with surge disc brakes on all axles, oil bath hubs, 2-5/16" ball receiver, manual strap winch, safety chain, heavy duty

jack stand w/ wheel, DOT approved lighting, and safety chain.

- 17.1.2 Trailer shall have one mounted spare tire with carrier.
- 17.1.3 All axles shall be equipped with all-wheel hydraulic surge drum brakes, bearing hubs, radial tires with aluminum wheels, drop center and completely submersible..
- 17.1.6 The fenders shall be structural with anti-skid top surface to prevent slipping.
- 17.1.7 An adjustable bow stop and winch stand shall be provided with a manual 2-speed winch and strap
- 17.1.9 All electrical connections shall be shrink-wrapped. The trailer lights shall be submersible.

18.1 FLIR

- 18.1.1 FLIR M-324XP forward looking infrared video camera with zoom, pan and tilt will be mounted on roof and connected to Simrad monitor listed below.

19.1 ELECTRONICS

- 19.1.1 Lowrance HDS12 TOUCH, GPS, SONAR, CHARTPLOTING, STRUCTURE SCAN, Lowrance 3D Radar with overly and fluxgate compass, SONAR
- 19.1.2 LOWRANCE HDS8TOUCH, will share all above functions plus FLIR monitor
- 19.1.3 FLIR M-324XP Remote control infra- red video camera with pan and tilt.

20 NFPA REQUIRED LOOSE EQUIPMENT, PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2009 edition, section 4.21: The loose equipment as outlined in NFPA 1901, 2009 edition, section 8.8.2 shall be provided by the fire department. All loose equipment will be installed on the fire rescue boat by the City of Gallatin before it is placed in emergency service; the fire department waives NFPA section 4.21 for the manufacture

21 Ambiguity, Conflict or Other Errors in the RFB (Mandatory Information)

If a Contractor discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFB, it shall immediately notify the City of Gallatin of such error in writing and request modification or clarification of the document. Such notifications shall be submitted to the City of Gallatin no later than noon on Friday, October 26, 2012 by emailing the Purchasing Agent, JR Smith, at jr.smith@gallatin-tn.gov. The City of Gallatin will make modifications by issuing a written revision and will give written notice to all parties who have received this RFB from the Finance Department. The City of Gallatin is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the RFBs prior to submitting the bid or it shall be waived. Claims of ambiguity after submission of the RFB shall not serve as grounds for a protest.

22 Bids and Presentation Costs

The City of Gallatin will not be liable in any way for any costs incurred by any Contractor in the preparation of its bid in response to this RFB, nor for the presentation of its bid and/or participation in any discussions or negotiations.

23 Rejection of Bids

The GFD reserves the right to accept or reject in whole or in part, any or all bids submitted. The City of Gallatin shall reject the bid of any Contractor that is determined to be non-responsive. The unreasonable failure of an Contractor to promptly supply information in connection with respect to responsibility may be grounds for a determination of non-responsibility.

24 Acceptance of Bids

The City of Gallatin shall accept all bids that are submitted properly. However, the GFD reserves the right to request clarifications or corrections to bids.

25 Requests for Clarification of Bids

Requests by the City of Gallatin for clarification of bids shall be in writing. Said requests shall not alter the vendor's pricing information contained in its cost bid.

26 Validity of Bids

All bids shall be valid for a period of ninety (90) days from the opening date of the RFB.

27 Delivery of Bids

All sealed bids are to be delivered before 2:00 p.m. on **October 31, 2012** Central local time on to:

Gallatin City Hall, Room 106; 132 West Main Street, Gallatin, TN 37066

The City of Gallatin WILL NOT accept any bids received after 2:00 P.M. Central local time or delivered to a location other than what is listed above. Late or incorrectly delivered bids will be returned to the Contractor at Contractor's expense or destroyed after 30 days.

Returned mail will be considered late and not accepted.

Contractor(s) must **submit one (1) copy identified as "Original"**, and two (2) **exact duplicate, numbered copies** of the bid response and **one (1) electronic copy** of the complete bid response including any attachments, on a WINDOWS PC compatible CD. **VERIFY THAT FILES ARE ON THE DISC BEFORE SUBMITTING THE OFFER.**

Bids will be opened publicly and read aloud at 2:01 p.m. on October 31, 2012 in Room 106 of City Hall, 132 West Main Street, Gallatin, TN.

28 Evaluation of Bids (Procedure)

The GFD will first examine bids to eliminate those, which are clearly non-responsive to the stated requirements. **Therefore, Contractor(s) should exercise particular care in reviewing the Bid Format required for this RFB.**

The GFD reserves the right to contact any and all references to obtain, without limitation, information regarding the Contractor's performance on previous projects. A uniform sample of references will be checked for each short-listed Contractor.

The GFD or designee reserves the right to withdraw this RFB at any time and for any reason, and to issue such clarifications, modifications, and/or amendments, as it may deem appropriate.

Receipt of a bid or a submission of a bid to the City of Gallatin offers no rights upon the Contractor nor obligates the GFD, City of Gallatin, or The Federal Emergency Management Agency FEMA) in any manner.

29 Program Guidance Requirements

This RFB is including a "Zero-dollars-down" policy. This means that neither the GFD, The City of Gallatin, nor the Federal Government's (FEMA) funds will be used to pay any money to the manufacturer until the vehicle is delivered and all acceptance tests are passed. When the contract is deemed fulfilled by the GFD, a request for payment will be made to FEMA for the Federal Obligated Share will be requested for payment to the City of Gallatin. The City of Gallatin will upon deposit of Federal Share, issue a payment for the agreed upon price with the manufacture. The manufacturer will carry 100% of the risk until delivery.

This will have a specific delivery-date for the fire rescue boat, which will not exceed 90 days from the date of the pre-construction meeting or no later than February 28, 2013 which ever comes first. The delivery date will not exceed the period of performance for this Grant Award as determined by FEMA Program Guidance for the 2010 Port Security Grant Program. If the vehicle exceeds the February 28, 2013 deadline, then the awarded contract will be terminated with no obligation to the GFD, City of Gallatin, or The Federal Government.

- 29.1 Equipment items not delivered at the time of the tests or construction not in conformance with the contractor's bid will be cause for the accepting authority to withhold payment for those items found unsatisfactory or not delivered.

30 Preparation and Delivery

- 30.1 The vehicle shall be preserved and packaged for mobile delivery in accordance with the Contractor's standard commercial practice, ensuring carrier acceptance and safe delivery to destination in compliance with regulations applicable to the mode of transportation.

- 30.2 A qualified delivery engineer representing the contractor shall deliver the vehicle and remain for a minimum of three days to instruct personnel in the proper operation, care and maintenance of the equipment.
- 30.3 After delivery and acceptance by the City of Gallatin, the contractor shall warrant the boat and furnished equipment against parts failure or malfunction due to design, construction or installation errors, defective workmanship and missing or incorrect parts for a minimum period of 12 months of operation. However, if the contractor received from any supplier or subcontractor additional warranty on the whole or any component of the vehicle, in the form of time and/or mileage, including any prorated arrangements, or the contractor generally extends to his commercial customers a greater or extended warranty coverage,
- 30.4 The warranty shall include furnishing, without cost to GFD, new parts and assemblies to replace any that failed or malfunctioned within the warranty period. In addition, when the GFD elects to have the work performed at the contractor's plant, branch, dealer, or with the contractor's approval, (a) to correct the defect itself or (b) to have it corrected by a commercial facility, the cost of parts and labor involved in the replacement of the failed or malfunctioned parts or assemblies shall be borne by the contractor.
- 30.5 Contractor shall provide a written warranty for the structure of the vessel. It shall state that the structural integrity of the hull, deck and console structures shall be free of structural failures caused by defective design, workmanship for a warranty period of five years from the date the new vehicle is first delivered and that defective parts, under the warranty, shall be repaired or replaced without charge to the original City of Gallatin. The successful Contractor also agrees to assist the City of Gallatin in the coordination of warranty claims of the other major components, i.e. engine, transmission, pump, tank, and axles. The specifications shall prevail in any variation between the manufacturer's offered warranty and those required in the specifications, unless an exception has been granted. Any difference between the warranties offered by the manufacturer and the requirements of these specifications must be clearly stated and taken as an exception. Consideration of the warranty exceptions will be made during the bid evaluation process.
- 30.6 A manufacturer's warranty covering 100% parts and labor for the engines shall be provided. Contractor shall state longest available motor warranty and include cost for optional warranty(ies).
- 30.7 A manufacturer's two (2) year parts and labor warranty covering the boat trailer shall be provided.
- 30.8 A manufacturer's five (5) year electrical warranty to include, at a minimum, the following, shall be provided:
- Main wiring harness and battery harness cables
 - Relays
 - Automatic and/or manual reset circuit breakers
 - Voltmeters, ammeters and shunts
 - Switches, batter disconnect switches and solenoids
 - Diodes, rectifiers and heat sinks

- All terminal strips and multi-pin connectors
- Electronics

Manufactured electrical components such as sirens, light bars, flashers, alternator, batteries, inverter, battery chargers, etc. shall be covered by their individual manufacturer's warranties. All operating and service instructions along with all warranty registration materials shall be provided with the completed unit at time of delivery. A copy of the Contractor's warranty must be included with the bid.

- 30.9 The manufacturer shall extend any additional warranty on any component of the vehicle, in the form of time and/or mileage, including any pro rata arrangement, which may be provided by the supplier of the component. All equipment and components installed on the vehicle or purchased with the vehicle shall be covered by the warranty of the manufacturer of such equipment or components. These warranties shall be provided with each vehicle.
- 30.10 The manufacturer shall provide a minimum five (5) year non-prorated paint warranty from the date of delivery, that they will be free from defects in materials and workmanship such as:
- Peeling or delaminating of the topcoat or other layers of the paint
 - Chipping, cracking or checking
 - Loss of gloss caused by cracking, checking and hazing
- Any paint finish failure caused by improper application
- 30.11 Unless within the additional coverage under 14.9, the following items are considered normal maintenance and repair for which the contractor need not assume liability for reimbursing the Government/Metro regardless of the vehicle age or mileage:
- Abuse, negligence, or unapproved alteration of original parts;
 - Damage from accidents;
 - General tightening, adjustments;
 - Tires, batteries, and radio(s) (if warranted by their manufacturers);
- Miscellaneous expense such as fuel, towing, telephone, travel, lodging, or loss of personal property.
- 30.12 As a continuous operation of the vehicle described by this specification, it is of utmost importance for the successful Contractor to be in a position to render prompt service. Accordingly, Contractors shall indicate the extent of their ability to render prompt service by furnishing a list of branch offices or agencies where repair services are available and can be secured with 24 hours after the need is identified.
- 30.13 As a continuous operation of the vehicle described by this specification, it is of utmost importance for the successful Contractor to be in a position to furnish replacement parts. Accordingly, Contractors shall indicate the extent of their ability to provide parts by furnishing a list of branch offices or agencies where complete stocks of repair parts are maintained and can be secured within 24 hours after ordering by part number from the manufacturer's part book and at such discount as may be quoted from year to year by the manufacturer of the vehicle purchased under this specification.

- 30.14 Service Manuals and Illustrated Parts Breakdown: A minimum of two (2) written copies as well as two (2) DVDs of all service manuals and illustrated parts breakdown shall be provided with each chassis. Vendor to provide cross-reference from their part numbers to the OEM part numbers.
- 30.15 All bids shall be valid for a period of ninety (90) days from the opening date of the RFB.
- 30.16 **A bid deposit of 5% of the total bid is required. This must be in the form of a bid bond, certified check, treasurer's or cashier's check issued to "City of Gallatin, Tennessee."**

Attachments:

- Interlocal Agreement by and between the Metropolitan Government of Nashville and Davidson County and the City of Gallatin (16 pages)
- Metro/Davidson County Resolution No. RS2010-1209 which includes "Special Conditions" of the grantee and subgrantee (10 pages)



MAYOR'S OFFICE OF EMERGENCY MANAGEMENT

EMERGENCY OPERATIONS CENTER

Karl F. Dean, Mayor

Mayor JoAnn Graves
City of Gallatin
132 W. Main Street
Gallatin, TN. 37066

Re: FY2009 Port Security Grant Award

September 24, 2012

Dear Mayor Graves,

The Metro Legal Council has approved the Inter-local Agreement between the Metropolitan Government of Nashville and the City of Gallatin for the purchase of a Fire Boat under the FY 2009 Port Security Grant Program award for the sum of \$250,000.00. I have enclosed a copy of the resolution documents for your files. You may now proceed with the purchase of the boat.

If you should have any questions, please feel free to give me a call.

Best Regards,

Paulette Dailey
Grants Coordinator
Mayor's Office of Emergency Management
2060 15th Avenue South
Nashville, TN. 37212
Paulette.Dailey@nashville.gov

Resolution No. RS2012-419

A resolution approving a sub-grant interlocal agreement by and between The Metropolitan Government of Nashville and Davidson County, acting by and through the Office of Emergency Management, and the City of Gallatin for participation in the Fiscal Year 2009 Port Security Grant Program funded by the U.S. Department of Homeland Security. (No. 2009-PU-T9-K036).

WHEREAS, Tennessee Code Annotated, Section 12-9-104, provides that interlocal agreements between governments may be approved by resolution; and,

WHEREAS, The U.S. Department of Homeland Security FEMA Grant Programs Directorate to the Metropolitan Government of Nashville and Davidson County, was approved by RS2010-1209; and,

WHEREAS, The Metropolitan Government of Nashville and Davidson County, acting by and through the Office of Emergency Management, wishes to enter into a sub-grant interlocal agreement with the City of Gallatin in an amount not to exceed \$250,000.00 Fiscal Year 2009 Port Security Grant Program funded by the U.S. Department of Homeland Security; and,

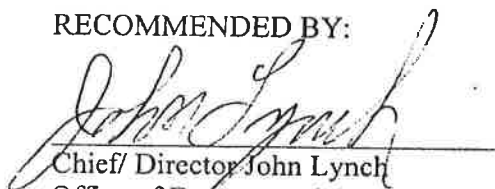
WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this sub-grant interlocal agreement be approved.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the sub-grant interlocal agreement by and between The Metropolitan Government of Nashville and Davidson County, acting by and through the Office of Emergency Management, and the City of Gallatin in an amount not to exceed \$250,000.00 for the Fiscal Year 2009 Port Security Grant Program funded by the U.S. Department of Homeland Security, a copy of which sub-grant interlocal agreement is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:



Chief/ Director John Lynch
Office of Emergency Management

INTRODUCED BY:


Karen Bennett


Member(s) of Council

APPROVED AS TO AVAILABILITY
OF FUNDS:



Richard M. Riebeling, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:



Assistant Metropolitan Attorney

**INTERLOCAL AGREEMENT
BY AND BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND
DAVIDSON COUNTY
AND
THE CITY OF GALLATIN**

The Metropolitan Government of Nashville and Davidson County ("Metro") and The City of Gallatin ("Government Entity"), a sub-grantee for participation in the FY 2009 Port Security Grant Program funded by the U.S. Department of Homeland Security, do hereby agree as set forth herein.

1. Purpose. The purpose of this Agreement is to effectuate the terms of Grant Contract No. **2009-PU-T9-K036** awarded from The U.S. Department of Homeland Security FEMA Grant Programs Directorate to the Metropolitan Government of Nashville and Davidson County, as approved by RS2010-1209 and attached hereto ("Grant"). Any ambiguity in the terms of this Agreement shall be construed in a manner to enable the parties to comply with and effectuate the terms of that Grant.
2. Term and Amendment. The term of this Agreement shall commence upon the Effective Date, and shall continue in full force and effect in perpetuity. This Agreement may be extended by a writing fully executed by both parties and approved by the Metropolitan Council.
3. Effective Date. This agreement shall not be binding on either party until it has been completely executed by both parties as set forth on the signature page hereto, approved by the Metropolitan Council, and then filed with the Metropolitan Clerk. Upon such filing, this agreement shall be effective as of **June 1, 2009 – May 31, 2013.**
4. Government Entity agrees to:
 - a. Accept sub-grant award amount of \$ 250,000.00 to be provided on a reimbursement basis.
 - b. Provide a 25% in-kind match for all funds received by FEMA to the Metropolitan Government of Nashville & Davidson County.
 - c. Purchase and use equipment of the type listed ON THE ATTACHED PAGE in accordance with the terms of the Grant.

- d. Maintain and utilize personnel capable of properly using the equipment.
- e. Store the equipment in a manner reasonably calculated to protect and preserve the equipment from theft, destruction, vandalism, rust, decay, and other damage.
- f. Maintain records identifying the equipment and specifying the equipment's usage, location, maintenance, and custody.
- g. Maintain the equipment in accordance with manufacturer's specifications.
- h. Use the equipment in accordance with the terms of the Grant and for the purposes of aiding and preserving public health and safety.
- i. Not encumber, transfer, loan, donate, sell, or otherwise dispose of the equipment, or use it as security for any indebtedness, without the express written consent of Metro and The U.S. Department of Homeland Security.
- j. Submit invoices to Metro in the amount of the purchases of equipment made in accordance with the terms of the Grant.
- k. Submit said invoices within 45 days of the date of the purchase of the equipment with all invoices submitted to Metro before March 31, 2013

5. Metro agrees to:

- a. Reimburse Government Entity for the purchases of equipment made in accordance with the Grant and this agreement.
- b. Accept invoices within 45 days of the date of the purchase of the equipment with all invoices having been submitted to Metro before March 31, 2013.

6. Further, Government Entity understands and agrees that:

- a. No minimum quantity of equipment is guaranteed by this Agreement.
- b. Government Entity may specify the vendor or model of equipment, and the equipment will be procured by Government Entity in accordance with its procurement laws and regulations.
- c. The equipment is subject to the demand by Metro and/or the U.S. Department of Homeland Security for surrender at any time.
- d. Government Entity may only use the equipment as contemplated and permitted by the Grant.

- e. Risk of loss of the equipment will pass wholly to Government Entity upon purchase of equipment and delivery to the property or personnel of the Government Entity.
 - 7. Compensation. Neither party shall be entitled to any compensation pertaining to this Agreement.
 - 8. Liability. Neither party hereby indemnifies the other, nor shall anything contained herein have the effect of modifying the immunities otherwise established by law.
 - 9. Amendment. This Agreement may be modified only by a written amendment executed by all parties hereto and their signatories as established by the signature page hereto, and approved by the Metropolitan Council.
 - 10. Termination.
 - a. By NOTICE. Either party may terminate this agreement effective upon 30 days' written notice.
 - b. For FUNDING. This Agreement is contingent upon continued funding in the manner and to the extent contemplated by the parties. In the event either party does not receive funding sufficient to carry out fully its duties hereunder, such party may terminate this Agreement by written notice to the other, effective immediately upon receipt of notice. Upon receipt of the written notice, the Government Entity shall cease all work associated with the Agreement.
 - c. For BREACH. In the event either party commits a breach of the terms of this Agreement, the other party may terminate this Agreement by written notice to the breaching party, effective immediately upon receipt of notice. Such termination does not affect any other liability or consequences arising out of such breach.
 - 11. Governing Law and Venue. The parties agree that the substantive law of Tennessee will be the governing law, and the courts of competent jurisdiction within Davidson County, Tennessee will be the venue, for any and all causes of action arising out of or regarding this Agreement.
-

12. Compliance with Laws. Government Entity agrees to comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement. Government Entity and its employees, and any approved subcontractors, shall be licensed pursuant to all applicable federal, state, and local laws and regulations, and shall upon request provide proof of all licenses.
13. Taxes. Metro shall not be responsible for any taxes that are imposed on Government Entity, and Government Entity understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to Metro.
14. Strict Performance. Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision.
15. Force Majeure. The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care, including, but not limited to, acts of God, riots, wars, strikes, epidemics, or any other similar cause.
16. Records. Government Entity shall maintain documentation for all funds and equipment provided under this Agreement. The books, records, and documents of Government Entity, insofar as they relate to funds or equipment provided under this Agreement, shall be maintained, as to funds, for a period of three (3) full years from the date of the final payment or until Government Entity engages a licensed independent public accountant to perform an audit of its activities, and as to equipment, for a period of three (3) full years from the date of final termination of this Agreement, including any extensions and amendments. The books, records, and documents of Government Entity insofar as they relate to funds or equipment provided under this Agreement shall be subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records shall be maintained in accordance with the standards outlined in the Metro Grants Manual. The financial statements shall be prepared in accordance with generally accepted accounting principles.
17. Monitoring. Government Entity's activities conducted and records maintained pursuant to this Agreement shall be subject to monitoring and evaluation by The Office of Financial Accountability in Metro or Metro's

duly appointed representatives. Government Entity shall make all audit, accounting, or financial records, notes, and other documents pertinent to this Agreement available for review by the Metro's Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.

18. **Partnership or Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
 19. **Subcontracting.** Government Entity shall not assign this Agreement or enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of Metro. If such subcontracts are approved by Metro, they shall contain the provisions of this Agreement pertaining to **Conflicts of Interest, Lobbying, Nondiscrimination, Public Accountability, and Public Notice**. Notwithstanding any use of approved subcontractors, Government Entity shall be the prime contractor for this Agreement and shall be responsible for all work performed.
 20. **Conflicts of Interest.** Government Entity warrants that no part of the total compensation of this Agreement shall be paid directly or indirectly to an employee or official of Metro or the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to Government Entity in connection with any work contemplated or performed relative to this Agreement.
 21. **Nondiscrimination.** Government Entity hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of Government Entity on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by local, state, or federal law. Government Entity shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
-

- 22. Lobbying.** Government Entity certifies, to the best of its knowledge and belief, that: No federally appropriated funds have been paid or will be paid, by or on behalf of Government Entity, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, Government Entity shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Government Entity shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.
- 23. Public Accountability.** If this Agreement involves the provision of services to citizens by the Government Entity on behalf of the State, Government Entity agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Government Entity agrees to display a sign stating: "NOTICE: This Government Entity is a recipient of taxpayer funding. If you observe an employee engaging in any activity which you consider to be illegal or improper, please call the State Comptroller's toll free hotline: 1-800-232-5454." Said sign shall be displayed in a prominent place, located near the passageway(s) through which the public enters in order to receive Agreement supported services.
- 24. Public Notice.** All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by Government Entity shall include the statement, "This project is funded under an agreement with U.S. Department of Homeland Security." Any such notices by the Government Entity shall be approved by the State.
- 25. Notices.** All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in
-

writing and shall be made by first class mail or hand delivery, addressed to the respective party at the appropriate address as set forth below or to such other party or address as may be hereafter specified by written notice.

a. Notices to METRO:

Mayor's Office of Emergency Management
Attn: Kevin Penney, Deputy Director
2060 15th Avenue South, Suite 201
Nashville, TN 37212

Notices to Stan Gwaltney
City of Gallatin
119 GFD Memorial Blvd.
Gallatin, TN. 37066

**INTERLOCAL AGREEMENT
BY AND BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND
THE CITY OF GALLATIN**

METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY:

By: Karl F. Dean Date 6-25-12
Metropolitan Mayor

Recommended by: [Signature] 6-25-12
Mayor's Office of Emergency Management, Date

Approved as to Availability of Funds:
[Signature]
Director of Finance, Date 6/20/12

Approved as to Risk and Insurance:
[Signature] 7/12/12
Director of Insurance, Date

Approved as to Form and Legality:
Jennifer Caranagh 8/31/12
Metropolitan Attorney, Date

Attest: [Signature]
Ana Escobar, Metropolitan Clerk RS 2012-419
Date: 9/19/12 att 19

THE CITY OF GALLATIN

By: [Signature]
Date 6/21/12
Approved: MAYOR
Title:

~~APPROVED AS TO FORM:~~
[Signature]
~~2012, Thompson, Attorney for City of Gallatin, Tennessee~~

ATTACHMENT 1
GRANT BUDGET
(Budget Page 1)

SUB GRANTEE: CITY OF GALLATIN		CONTRACT NUMBER: 2009-P05191086	
FY 2009 FEMA PORT SECURITY GRANT PROGRAM		AWARD AMOUNT: \$250,000.00	
APPLICABLE PERIOD: JUNE 1, 2009 MAY 31, 2010			
EXPENSE OBJECT	COST	QUANTITY	TOTAL
Watercraft	250,000	1	250,000
GRAND TOTAL			\$ 250,000.00



U.S. Department of Homeland Security
Grant Programs Directorate

GRANT ADJUSTMENT NOTICE

1. GRANTEE NAME AND ADDRESS (Including Zip Code) MAYOR'S OFFICE OF EMERGENCY 2060 15TH AVENUE, SOUTH NASHVILLE, TN 37212	3. GRANT NUMBER 2009-PB-10-K036A
1A. GRANTEE IRS/VENDOR NUMBER 026206947	4. ADJUSTMENT NUMBER 4
2. PROJECT TITLE FY 2009 PSGP	5. DATE JUN - 6 2012
	6. GRANT MANAGER Alex Berberian

SECTION I. DEOBLIGATIONS & REOBLIGATIONS

7. ACCOUNTING CLASSIFICATION CODE FISCAL YEAR: FUND CODE: BUD. ACT: OFC. DIV. REG. SUB. MBO:	9. PREVIOUS GRANT AWARD AMOUNT \$ 1,560,071.00
	10. DEOBLIGATION AMOUNT \$
DOCUMENT CONTROL NUMBER:	11. ADJUSTED AWARD AMOUNT \$ 1,560,071.00

SECTION II. CHANGES

12. CHANGE GRANT MANAGER	FROM:	TO:
13. CHANGE GRANT PERIOD	FROM: 05/01/2009-05/31/2012	TO: 06/01/2009-05/31/2013

SECTION III. OTHER ADJUSTMENTS & INFORMATION

14 This Grant Adjustment Notice (GAN) extends the grant period as stated above. The grantee requires additional time to start and complete homeland security projects. The grantee is reminded to submit all financial status reports and project progress reports to facilitate the drawdown of funds.



15. TYPED NAME AND TITLE OF AUTHORIZED OFFICIAL Alexander R. Mrazik, Jr., Branch Chief, Preparedness Grants Division	16. SIGNATURE OF AUTHORIZED OFFICIAL John L. Mrazik for Alex Mrazik Jr. 06/01/2012
---	--

Doc
Obligation ID: 2009P012K036AYC Type: REOB-GRANT Status: OPEN
CR Exempt: N Vendor: 026206947

MAYOR'S OFFICE OF EMERGENCY

Amendment ID: 0000 Effective Performance Dates Expiration
Date: 06/01/09 Date: 06/01/09 From: 06/01/09 To: 05/31/13 Date: 05/31/13

Prompt Pay Terms: 00 Disc Rate 0.000 Days 0 Net 0

	New	Previous	Available Balance
Amount:	\$0.00	\$1,560,071.00	\$1,560,071.00
Weight:	\$0.00	\$0.00	\$0.00
Total :	\$0.00	\$1,560,071.00	\$1,560,071.00

Comment:

Transaction Date: 06/07/12 Accounting Period: 06 Transfer Fund:

F2 COMM F3 VIEW F4 REVMUD F5 ADDH F6 SAVE F7 ACCT F8 HOLD F9 EXIT

6/7/2012 12:00 PM

**Metropolitan Government of Nashville/Davidson Co.
Business Unit Changes/Addition Request**

Accounting Information

Effective Date (Current Date or Future Date if not for immediate use.)	6/21/2012
Department Name / Number	Mayor's Office of Emergency Management/004
BU Number (leave blank if new)	4305028
Brief Description of Activity	Enhance Nashville/Davidson County Port and Maritime infrastructure. GRANT PERIOD EXTENDED: FROM: 06/01/2009-05/31/2012
Proposed Business Unit Name	FY2009 Port Security Grant Program
Proposed Fund Number	32250
Department - specific code (if any)	004
Funding Source	
Location	
Budget Method (check one)	<input type="checkbox"/> Annual <input checked="" type="checkbox"/> Multi-Year <input type="checkbox"/> No Budget
Specific Objects Accounts needed or BU from which to copy <u>all</u> accounts <i>Do not use BU with lot of unused accounts.</i>	503,110,507,400,507,000,000,000,000,000,000,000
Does this activity involve positions/payroll?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

Results Matter

This section must be completed.

Line of Business Name/Code No.	
Program Name/Code No.	

Grant Information

(Check here if not grant and skip this section) ☐

All Grant related BU's must be approved by the Division of Grants Coordination

ARRA Grant - Federal Stimulus 2009	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Federal Direct	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Federal Pass-Thru	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
State Direct	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Federal Grantor	Department of Homeland Security/FEMA
State Grantor	
Other Grantor	
Contract/Grant Number	2009-PU-T9-K036
Department Grant/Project Number	
CFDA No.	97-056
Revenue Adjustment Required?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Local Match Required?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Method of Reimbursement	
pre-paid lump sum	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
monthly reimbursement	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
lump sum reimbursement	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
prepaid draw downs	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
quarterly reimbursement	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
other (specify)	

Approval & Date Approved

Department	
Division of Budgets	
Division of Grants Coordination	
Division of Accounts	

ORIGINAL

METROPOLITAN COUNTY COUNCIL

2012 SEP 11 AM 10:04

Resolution No. RS2012-419

FILED
METROPOLITAN
CLERK

A resolution approving a sub-grant interlocal agreement by and between The Metropolitan Government of Nashville and Davidson County, acting by and through the Office of Emergency Management, and the City of Gallatin for participation in the Fiscal Year 2009 Port Security Grant Program funded by the U.S. Department of Homeland Security. (No. 2009-PU-T9-K036).

Introduced SEP 18 2012

Amended _____

Adopted SEP 18 2012

Approved SEP 19 2012

By K I E N
Metropolitan Mayor

Resolution No. RS2010-1209

A resolution accepting a grant/approving a cooperative agreement between the U.S. Department of Homeland Security and The Metropolitan Government of Nashville and Davidson County, acting by and through the Mayor's Office of Emergency Management, to enhance the nation's port and maritime infrastructure to prevent, respond to, and recover from threats of terrorism.

WHEREAS, the U.S. Department of Homeland Security has awarded the Metropolitan Government a grant with an award of \$1,560,071.00 with an in-kind match of \$390,017.75 to enhance the nation's port and maritime infrastructure to prevent, respond to, and recover from threats of terrorism; and,

WHEREAS, the grant contract is also a cooperative agreement which provides that the Metropolitan Government shall administer the grant funds for the benefit of sub recipients who are awarded portions of the grant funds for specific projects approved by the federal government; and,

WHEREAS, any required matching funds shall be provided by the sub recipients of the grant for the specific projects approved by the federal government; and,

WHEREAS, the Metropolitan Government shall be required to provide matching funds only for Metropolitan Government projects that are approved by the federal government; and,

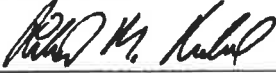
WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this grant/cooperative agreement be accepted and approved.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the grant/cooperative agreement by and between the U.S. Department of Homeland Security and The Metropolitan Government of Nashville and Davidson County, acting by and through the Mayor's Office of Emergency Management, in an amount not to exceed \$1,560,071.00, to enhance the nation's port and maritime infrastructure to prevent, respond to, and recover from threats of terrorism, a copy of which contract/agreement is attached hereto and incorporated herein, is hereby accepted and approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY
OF FUNDS:



Richard M. Riebeling, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:


Assistant Metropolitan Attorney

INTRODUCED BY:



Members of Council



Department of Homeland Security FEMA
Grant Programs Directorate

Cooperative Agreement

PAGE 1 OF 3

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

Metropolitan Government of Nashville and Davidson County Mayor's
Office of Emergency Management
2060 15th Avenue South
Nashville, TN 37212

4. AWARD NUMBER: 2009-PU-T9-K036

5. PROJECT PERIOD: FROM 06/01/2009 **TO** 05/31/2012
BUDGET PERIOD: FROM 06/01/2009 **TO** 05/31/2012

6. AWARD DATE 07/31/2009

7. ACTION

Initial

1A. GRANTEE IRS/VENDOR NO.
650694743

8. SUPPLEMENT NUMBER
00

9. PREVIOUS AWARD AMOUNT \$ 0

3. PROJECT TITLE
FY 2009 Port Security Grant Program

10. AMOUNT OF THIS AWARD \$ 1,560,071

11. TOTAL AWARD \$ 1,560,071

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under Consolidated Security, Disaster Assistance, and Continuing Appropriations Act, 2009, P.L. No. 110-329

15. METHOD OF PAYMENT

PARS

AGENCY APPROVAL

GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING DHS OFFICIAL

W. Ross Ashley, III
Assistant Administrator, Grant Programs Directorate

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Laura Hokenstad
Director

17. SIGNATURE OF APPROVING DHS OFFICIAL

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

3-1-10

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT
9	T	PU	10	00	00		1560071

21. PU09V40140

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE

OJP FORM 4000/2 (REV. 4-88)



Department of Homeland Security
FEMA
Grant Programs Directorate

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PAGE 2 OF 3

PROJECT NUMBER 2009-PU-T9-K036

AWARD DATE 07/31/2009

SPECIAL CONDITIONS

1. The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below:

A. Administrative Requirements

1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

B. Cost Principles

1. 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)

2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)

3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)

4. Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements

1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
3. The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2009 Port Security Grant Program guidance and application kit.
4. The Department of Homeland Security (DHS) has elected to enter into cooperative agreements with FY 2009 Port Security Grant Program (PSGP) funding recipients for projects taking place within port areas identified as Group I or Group II ports within the FY 2009 PSGP Guidance and Application Kit. The nature of the Federal involvement in the execution of this program may include joint conduct of a Group I or Group II project. Other examples of prospective substantial Federal involvement include the following:
- Collaboration, participation, and/or intervention in any Group I or Group II activity covered by the cooperative agreement;
 - Approval from DHS prior to the selection of a new Group I or Group II project or commencement of the next phase of an approved Group I or Group II project;
 - Authority for DHS to halt a Group I or Group II activity if detailed performance specifications are not met;
 - Authority for DHS to direct or redirect the scope of work of a Group I or Group II project based on new circumstances; and,
 - Authority for DHS to require Group I or Group II award recipients (including Sub recipients) to participate in a port wide risk management planning project.

XPK



Department of Homeland Security
FEMA
Grant Programs Directorate

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PAGE 3 OF 3

PROJECT NUMBER 2009-PU-T9-K036

AWARD DATE 07/31/2009

SPECIAL CONDITIONS

5. The grantee is prohibited from obligating, expending or drawing down funds provided through this award until a Budget Review is completed and approved by the Grants Management Division (GMD) and an official notice has been issued removing this special condition.
6. The grantee is prohibited from obligating, expending or drawing down funds provided through this award until all applicable programmatic documents are provided to and approved by the program office and an official notice has been issued removing this special condition.
7. The grantee is prohibited from obligating, expending or drawing down funds provided through this award until all applicable programmatic documents are provided for and approved by a DHS/FEMA Environmental and Historic Preservation review and an official notice has been issued removing this special condition.
8. Radiological detection equipment must be compliant with applicable national guidelines adopted by the U.S. Department of Homeland Security, including ANSI N323B-2003, ANSI N42.32-2003, ANSI N42.33-2003, and ANSI N42.35-2004.

SH



Department of Homeland Security
FEMA
Grant Programs Directorate

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Cooperative Agreement

PROJECT NUMBER

2009-PU-T9-K036

PAGE 1 OF 1

This project is supported under Consolidated Security, Disaster Assistance, and Continuing Appropriations Act, 2009, P.L. No. 110-329

1. STAFF CONTACT (Name & telephone number)

Jackie Jackson
(202) 786-9513

2. PROJECT DIRECTOR (Name, address & telephone number)

Barbara Omerek
Chief Financial Officer
2060 15th Avenue South
Nashville, TN 37212
(615) 862-8530

3a. TITLE OF THE PROGRAM

FY 2009 Port Security Grant Program

**3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)**

4. TITLE OF PROJECT

FY 2009 Port Security Grant Program

5. NAME & ADDRESS OF GRANTEE

Metropolitan Government of Nashville and Davidson County Mayor's
Office of Emergency Management
2060 15th Avenue South
Nashville, TN 37212

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 06/01/2009 TO: 05/31/2012

8. BUDGET PERIOD

FROM: 06/01/2009 TO: 05/31/2012

9. AMOUNT OF AWARD

\$ 1,560,071

10. DATE OF AWARD

07/31/2009

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

Through this accord, the Metropolitan Government of Nashville and Davidson County Mayor's Office of Emergency Management will use grant funding in the amount of \$1,560,071 from the Fiscal Year 2009 Port Security Grant Program (PSGP) for costs related to enhancing the Nation's port and maritime infrastructure to prevent, protect, respond to, and recover from threats or acts of terrorism. Projects will be determined by the cooperative agreement and grant award processes. These funds are intended to create a sustainable, risk-based effort for the protection of critical port infrastructure from terrorism, especially explosives and non-conventional threats that would cause major disruption to commerce and significant loss of life.

Project 1 consists of the implementation of projects supporting the approved Port Wide Risk Management/Mitigation Plan with a federal award amount of \$1,560,071.

**SIGNATURE PAGE
FOR
GRANT
FY 2009 Port Security Grant Program
2009-PU-T9-K036**

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**


Chief Stephen Halford, Director
Mayor's Office of Emergency Management

3-30-10
Date

**APPROVED AS TO AVAILABILITY
OF FUNDS:**


Richard M. Riebeling, Director
Department of Finance


4/26/10
Date

APPROVED AS TO RISK AND INSURANCE:



Director of Risk Management Services

4/8/10
Date

**APPROVED AS TO FORM AND
LEGALITY:**


Metropolitan Attorney

4/19/10
Date

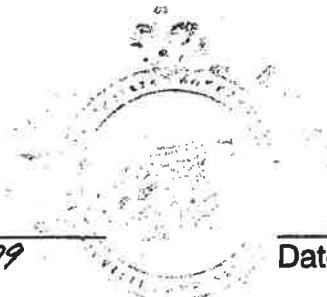

Karl F. Dean
Metropolitan Mayor

5/21/10
Date

ATTEST:


Metropolitan Clerk RS2010-1209

5/21/10
Date



ORIGINAL

METROPOLITAN COUNTY COUNCIL

Resolution No. RS2010-1209

A resolution accepting a grant/approving a cooperative agreement between the U.S. Department of Homeland Security and The Metropolitan Government of Nashville and Davidson County, acting by and through the Mayor's Office of Emergency Management, to enhance the nation's port and maritime infrastructure to prevent, respond to, and recover from threats of terrorism.

Introduced

MAY 18 2010

Amended

Adopted

MAY 18 2010

Approved

MAY 21 2010

By

LC 17a

Metropolitan Mayor

2010 MAY 10 PM 3:23

**FILED
METROPOLITAN
CLERK**